

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
San Luis Obispo County
Department of Public Works
Room 207
San Luis Obispo, CA 93408

NOTICE OF ADDITIONAL INFORMATION

(APN: ___ - ___ - ___)

Owner of the aforesaid property does hereby give

CONSTRUCTIVE NOTIFICATION

1. Applicant, herein after referred to as OWNER, wishes to construct a structure within County road right of way and said structure being described in Exhibit "A".
2. The property referred to herein is located at _____ and is more particularly described as (INSERT LEGAL DESCRIPTION).
3. Construction of said structure on/or within County right of way may create a possessory interest in said public right of way which is subject to taxation. OWNER understands and agrees that payment of bills of said taxation is sole and exclusive responsibility of OWNER and;
4. In consideration of OWNER'S agreement to the following conditions, the County grants OWNER the right to construct said structure.
 - A. OWNER shall defend, indemnify and save harmless the San Luis Obispo County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant or of agents, employees or independent contractors directly responsible to the Applicant; providing further that the foregoing obligations to defend, indemnify and safe harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code and;
 - B. OWNER agrees to maintain said structure in a safe condition and agrees not to allow the storage of any objects on said structure and further agrees not to maintain or allow obstructions on said structure and;

- C. OWNER shall be subject to conditions/provisions in the Encroachment Permit per Exhibit "A" and shall be the sole responsibility of said owner of the property aforesaid and said owner's heirs, executors, administrators, successors and assigns in perpetuity and;
- D. If OWNER fails to maintain said structure in a safe condition or fails to immediately remove any obstruction or correct an existing unsafe condition on said structure, OWNER agrees and understands that County may, at its option, repair said structure, remove any objects placed on it, or remove the structure. OWNER further agrees to pay County the cost of such removal or repair including collection costs and Attorneys fee costs, if any and;
- E. OWNER understands that County or public utility companies either use, or at some future time may use, a portion of said County road right of way over which OWNER'S structure will be constructed for the purpose of street widening, repairing and installing underground utility lines, service drainage, etc.. In the event County or utility company, at its sole discretion, elects, to widen existing roadway; maintain, repair or install underground utility lines, or maintain, repair or construct any surface drainage or other improvements, OWNER agrees to reimburse County or utility company for any additional costs incurred by County or utility company as a result of the existence of OWNER'S structure and OWNER agrees to repair, or at County or utility company's option, to pay the cost or County or utility company repairing damage necessarily caused to OWNER'S structure in connection with the installation, repair or maintenance of said public improvements and;
- F. OWNER agrees to construct structure in such a way as not to unduly interfere with access to existing or planned County or public utility company utilities and;
- G. OWNER agrees to pay the fee for recording of this document. Check should be made payable to the San Luis Obispo County Recorder and;

The Owner shall be subject to conditions/provisions outlined in Exhibit "A".

Said Encroachment Permit is attached hereto as Exhibit "A"

OWNER(S) OF RECORD

By: _____ By: _____

 (Name and title printed) (Name and title printed)

By: _____ By: _____

 (Name and title printed) (Name and title printed)

State of California)
County of _____)

On _____ before me, _____,
(insert name and title of officer)

personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name printed _____

Signature _____ (Seal)